



# INVITATION TO BID

**DATE ADVERTISED:** March 18, 2004

**ITB Title:** TOW TRUCK, BUS, UNDERLIFT TYPE

**ITB Number:** IT12663-AAB

**Due Date:** April 13, 2004 - 2:00 P.M.

**Buyer:** Amon Billups, amon.billups@metrokc.gov, (206) 263-4270

Furnishing new current model year Heavy Duty Underlift Tow Truck for Busses, in accordance with the following and the attached Invitation to Bid (ITB) instructions, requirements and specifications.

**TOTAL BID PRICE (including trade-in) \$** \_\_\_\_\_

## PRE-BID CONFERENCE

*Tuesday, March 30, 2004, 9:30AM  
King County Procurement Services  
821 2<sup>nd</sup> Ave, Exchange Bldg, 8<sup>th</sup> Fl  
Seattle, WA 98104*

Sealed Bids are hereby solicited and will **ONLY** be received by:

**King County Procurement Services Section  
Exchange Building, 8<sup>th</sup> Floor  
821 Second Avenue  
Seattle, WA 98104-1598**

Office Hours: 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## BIDDERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company	Address	City / State / Postal Code
Authorized Representative / Title	Signature	Phone
Company Contact / Title	Email	Phone
Delivery guaranteed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Days after order:	Prompt Payment Discount Terms: _____%-____Days, Net ____

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

## **SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS**

### **1-1 EXPLANATION TO OFFERORS**

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

### **1-2 SUBMISSION OF OFFERS**

- A. The original and two (2) copy(s) of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

### **1-3 FAILURE TO SUBMIT OFFER**

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

### **1-4 LATE OFFERS**

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

### **1-5 PREPARATION OF OFFERS**

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.

- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.
- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

#### **1-6 MODIFICATION OR WITHDRAWAL OF OFFERS**

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

#### **1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS**

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

**1-8 BID DEPOSIT**

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

**1-9 GENERAL**

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential bidder. Each bidder bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

**1-10 SUBSTITUTIONS**

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit

with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

## **1-11 TAXES**

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site<sup>1</sup>, or directly from the Internal Revenue Department web site<sup>2</sup>, or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

## **1-12 WARRANTY**

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service hour.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

## **1-13 AWARD OF CONTRACT**

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.

<sup>1</sup> The King County's web site is located at: <http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

<sup>2</sup> The Internal Revenue Service web site is located at: <http://www.irs.gov/>

- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).
- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

#### **1-14 TERM PURCHASE AGREEMENTS**

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods may be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

#### **1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING**

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

#### **1-16 INSURANCE**

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

#### **1-17 INVOICES**

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the "SHIP TO" address on the purchase order unless otherwise notified. DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.

#### **1-18 PAYMENTS**

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

**1-19 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

**1-20 CONTINGENT FEE**

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

**1-21 CANCELLATION**

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

**1-22 PROTEST PROCEDURE**

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

**1-23 ENVIRONMENTAL PURCHASING POLICY**

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

**1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES**

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

## SECTION 2 - BIDDER QUALIFICATIONS, BID EVALUATION, AND AWARD

### 2-1 FINANCIAL RESOURCES AND AUDITING

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

### 2-2 QUALIFICATIONS

To be eligible for award, bidders shall be a bona fide franchised dealer or manufacturer of the vehicle and equipment offered, if authorization is required.

### 2-3 REFERENCES

List the names and addresses of four (4) customers, not including King County, for whom the bidder has provided heavy duty tow vehicle(s), preferably in Washington State, which has been in successful operation for a period not less that one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with bid response.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	3. _____	4. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____

### 2-4 EVALUATION

Offers meeting all other requirements of this ITB will be evaluated based upon price.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount shall be NET 30 days. State payment terms below and transfer to Page 1 of this ITB.



\_\_\_\_\_ % - \_\_\_\_\_ DAYS, NET \_\_\_\_\_

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

**2-5 AWARD**

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County, after application of the 5% incentive, if eligible.

## **SECTION 3 - GENERAL CONTRACT REQUIREMENTS**

### **3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16**

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data *must* be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

<http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

### **3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

### **3-3 DOMESTIC PARTNER BENEFITS (Non-Discrimination in Benefits)**

King County's Domestic Partner Benefits (DPB) Ordinance 14823 prohibits the award of contracts valued at \$25,000.00 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners. To be eligible for award, Contractors shall comply fully with the ordinance's provisions. Within five (5) days of notification of intent to award, and as a condition of the execution of a contract, the successful bidder/proposer shall provide to King County Procurement & Contract Services Section a completed DPB "Declaration" form. The DPB Ordinance and Declaration Form are available online at

[www.metrokc.gov/finance/procurement/forms.asp](http://www.metrokc.gov/finance/procurement/forms.asp)

### **3-4 SUPPORTED EMPLOYMENT PROGRAM**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

### **3-5 DESCRIPTIVE DATA AND SPECIFICATIONS**

Submit complete descriptive data and specifications, including a statement of warranty, for the equipment offered.

### **3-6 NON-ASSIGNMENT**

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

### **3-7 INCORPORATION OF DOCUMENTS**

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

### **3-8 SEVERABILITY**

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

### **3-9 INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind,

delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **3-10 TERMINATION**

#### **A. Termination for Convenience**

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

#### **B. Termination for Default**

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

## **SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS**

### **4-1 DELIVERY**

Delivery is required as soon as possible and not later than one hundred ninety (190) days after verbal placement of an order. Offerors shall state the number of days in which they will guarantee delivery after receipt of order. Bid prices shall include delivery, FOB destination, to the following location.

King County DOT, Metro Transit, NRV  
1301 Airport Way South  
Seattle, WA 98134  
Attn: Corliss Victor-Marshall

### **4-2 LIQUIDATED DAMAGES**

- A. Liquidated Damages: All time limits stated in the Purchase Order are of the essence. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful awardee and the County of King that:

A delay would seriously affect the public and the operation of King County; that a reduction in the unit price of \$500.00 per calendar day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time; therefore, the County and the successful bidder hereby establish said reduction in the unit price of \$500.00 per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the Purchase Order.

- B. Should the successful bidder be obstructed or delayed in completing delivery or by any default, act or omission of the County, or by strikes, fires, act of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon by the County and the successful bidder. Shall there be insufficient time to grant such extensions prior to completion date of the contract, the County may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.
- C. In the event that the successful bidder is on strike at the time of the award of the bid, the County reserves the option to accept the first acceptable bid from a bidder whose manufacturer is not on strike.
- D. If normal delivery time is increased by ordering any option, please show increase in delivery time adjacent to option description.

## SECTION 5 - TECHNICAL SPECIFICATIONS

### 5-1 OVERVIEW:

Minimum specifications for two (2) or more 2004 three-axle heavy-duty trucks with 40 ton hydraulic tow bodies with a fully hydraulic under lift and heavy duty recovery boom system.

Unless otherwise stated, all specifications in this document shall be for the completed vehicle.

The truck shall have a conventional cab with “sloped hood” and frame compatible with installation of a 40-ton hydraulic wrecker with a super duty underlift. The cab and chassis shall be fitted as specified hereinafter and as required for a complete functional vehicle that will meet the performance requirements outlined in this document.

It will be the responsibility of the contractor to ensure that the vehicle shall meet all performance specifications in this contract. The engine, transmission, and differential gear ratios shall be such that the specifications are met.

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### 5-2 CHASSIS SPECIFICATIONS

#### A. FRAME:

- The frame shall be sized to accept installation of a 40-ton hydraulic recovery boom with an underlift, and body as required to meet the performance requirements of this document. All frame cross members shall be secured with “huck” bolts.
- The frame shall meet the specifications set forth by the recovery boom, underlift and tow body manufacturers. These specifications shall include but not be limited to: the wheelbase, the frame size, the Gross Vehicle Weight (GVW), and the RBM.

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#### B. FRONT AXLE:

- The minimum front axle shall be a 20,000 lb capacity Eaton or equivalent with a “set-back” configuration. The front axle shall be sized to support the finished vehicle with a Metro designed push bumper as described in this document. The axle shall meet or exceed the performance requirements set forth in this document. The turning radius curb to curb shall not exceed 46.1 feet.
- Oil bath front wheel bearings with visible oil hub caps and fill plug.

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#### C. FRONT SUSPENSION:

- The front suspension shall be a 64-inch taper leaf spring design sufficient to meet the performance requirements set forth in this document. The minimum front suspension capacity shall be 20,000 lbs.

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**MINIMUM SPECIFICATION****STATE ITEM OFFERED****D. REAR SUSPENSION:**

1. The rear suspension shall be Chalmers high stability, high mount with shock absorbers. The capacity of rear suspension shall be (46,000 pounds min.)

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**E. STEERING:**

1. TRW TAS-65 dual gear, rated 20,000 lbs min. with remote cooler and four-quart reservoir. Steering must have equal turning radius left and right. The steering limits shall be set to provide the maximum available turning radius.

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**F. REAR AXLE:**

1. The rear axles shall be "Eaton" or equivalent tandem drive with a minimum 46,000 lb capacity. The capacity of the tandem rear axles shall meet or exceed the performance requirements of this document.
2. The rear axle shall be equipped with an air powered inter-axle differential lockup with a dash-mounted control. The control shall be within easy reach of the driver. An "inter-axle engaged" warning light shall be included with the driver's warning light cluster.
3. The rear drive axle only shall be equipped with an inter-wheel lockup, including a dash-mounted control. The control shall be within easy reach of the driver. A "rear axle locked" warning light shall be included with the driver's warning light cluster.
4. The single speed rear axle gear ratio shall be such that the completed unit will meet or exceed the performance specifications of this document.

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**G. DRIVELINE:**

1. The drivelines shall be Dana-Spicer SPL XL series. The main driveline shall be an HD-250XL. The inter-axle driveline shall be an HD-170XL.

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**H. PERFORMANCE:**

1. Cruising speed: The truck shall be capable of maintaining a cruising speed of 65 mph.
2. Startability: The truck shall be capable of starting and towing a 94,000 lb GCVW up on a 21% grade.
3. The truck shall generally be used for front towing of busses up to 60 feet long. The truck shall be capable of lifting and towing the following. Front towing 60 ft busses with a GVW of 50,000 pounds and a front axle weight of 13,000 lbs. Rear towing of 40ft busses with a GVW of 40,000 pounds and a rear axle weight of 18,500 lbs.

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4. It shall be the responsibility of the contractor to insure that the truck is legally capable of performing the towing above. The truck shall meet all local, state, and federal requirements for performing this work.

Front towing of busses up to 60 ft long with a GVW of 50,000 lbs and a front axle weight of 13,000 lbs must be accomplished within the limitations of our annual permits with the limits below:

- 43,000 lb drive axles weight.
- 110 ft overall length

Rear towing of 40ft busses with a GVW of 40,000 lbs and a rear axle weight of 18,500 lbs must be accomplished within the limitations of a one-time permit allowing:

- 48,000 lb drive axle weight.

5. Supporting documentation shall be submitted with the bid response. This documentation shall substantiate that the selected equipment is capable of meeting or exceeding these criteria.

I. ENGINE:

1. The Engine shall be a CAT C-13 diesel. It will have a minimum of 400 hp with sufficient capacity to meet or exceed all performance requirements in this document. Engine options will be reviewed and approved by KC Metro. Bidder may submit optional engine configurations for KC Metro to consider, but the base bid will be evaluated assuming a CAT C-13 engine configuration that meets the performance requirements.
2. The following features of the engine ECM shall be programmed as follows
  - Idle shut down – 10 minutes
  - No load high idle – 1700 RPM
  - Engine protection shut down shall be activated.
3. The engine shall be equipped with a compression brake. Controls for the compression brake shall include two dashboard mounted switches within easy reach of the driver. One switch shall be on/off. The second switch be a three-position switch controlling the amount of compression braking.
4. The engine shall be equipped with a block heater.

J. TRANSMISSION:

1. The transmission shall be an Allison World HD 4560P or equivalent.
 

The transmission will be automatic and shall, when coupled to the engine shall meet or exceed all performance requirements of this document. The transmission shall be

**MINIMUM SPECIFICATION****STATE ITEM OFFERED**

arranged to accept a side mounted "PTO" pump. The transmission shall be equipped with a minimum of 5 speeds. \_\_\_\_\_

2. The transmission ECU shall be programmed to properly interface with the engine. It shall also be programmed for proper operation of the PTO.

The shift selector shall be a lever design mounted between the seats within easy reach of the driver. The transmission shall automatically shift to neutral when the parking brake is applied. \_\_\_\_\_

**K. EXHAUST:**

1. The truck shall be equipped with two vertical stacks installed to accommodate installation of a flush mounted wrecker body behind the cab with elbows verses flapper caps. Heat shields and exposed elbows shall be stainless steel or chrome plated. Further, the pipe(s) shall not be mounted along the side of the frame "aft" of the vehicle cab.

The noise level in the cab and the wrecker-working environment will not exceed 85db. \_\_\_\_\_

**L. COOLING SYSTEM:**

1. Shall include manufacturer's recommended radiator and transmission cooler. The system shall be designed to meet the cooling requirements of the engine and transmission while operating with the anticipated load in the King County environment. The cooling fan shall be an automatic clutch type with a dash mounted override switch. The switch shall be within easy reach of the driver. \_\_\_\_\_
2. The radiator shall have copper core fin construction \_\_\_\_\_
3. The delivered unit will be furnished with antifreeze protection effective to -10° F minimum. The coolant will include additives as recommended by the engine and transmission manufacturers. \_\_\_\_\_
4. Silicone coolant hoses and constant torque hose clamps shall be used for all hoses >1" I.D. \_\_\_\_\_

**M. FILTERS:**

1. The fuel and engine oil filters shall be a spin-on design. The engine, transmission and fuel filters shall be easily accessible for service. All filter locations are to be reviewed and approved by KC Metro. \_\_\_\_\_

**N. AIR FILTER:**

1. Donaldson dry type air filter with restriction indicator. Air filter shall be located under the hood. \_\_\_\_\_

**MINIMUM SPECIFICATION****STATE ITEM OFFERED****O. AIR SYSTEM:**

1. Manufacturer's standard air system with proper intake filtering shall be provided. The system shall include a standard truck trailer air supply package. \_\_\_\_\_
2. The air compressor shall have a minimum output of 15.8 CFM. The air dryer shall be a Bendix AD-9 desiccant type or equivalent. The heater function of the air dryer must be functional. \_\_\_\_\_
3. Glad hand fittings shall be supplied at the rear of the tow body. KC Metro must approve the glad hand locations. \_\_\_\_\_
4. One additional accessory air tank (8in X 48in min.) shall be installed. \_\_\_\_\_

**P. SHOP AIR SUPPLIES:**

1. 50 feet of 3/8" shop type air hose on a spring retracting reel shall be supplied. The reel shall be mounted at the rear of chassis contained in wrecker body.

A shop air- line coupler shall be installed at the right corner of the front bumper and at the left rear of the tow body. The connector shall be installed in a manner that is easily accessible without opening the hood. In addition, the connector shall not obstruct the opening of the hood.

A 1/2" line shall supply the front and rear shop air connections. In both cases the lines shall be supplied from the accessory air tank. Each of the lines shall be equipped with a "ball type" shut off valve at the tank.

Both shop air couplers and the hose reel shall be equipped with a Parker #B32E type 30 "Push to Connect" fitting.

KC Metro must approve the locations of the hose reel and all shop air connections. \_\_\_\_\_

**Q. BRAKES:**

1. Brakes shall be air operated, S-cam design and shall be of sufficient capacity to meet or exceed all performance requirements of this document. \_\_\_\_\_
2. "Haldex" or equivalent automatic slack adjusters shall be installed on the vehicle. \_\_\_\_\_
3. The brake block material shall be made of a non- asbestos compound and shall be rated FF. The brakes shall be "extended life". \_\_\_\_\_
4. The anticipated load will be busses up to 60 feet long with weights of 50,000 pounds. In some cases the towed busses will not have braking. The braking capacity shall meet or exceed all local, state and federal regulations governing this type of vehicle for anticipated load. \_\_\_\_\_

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5. A trailer brake control is to be mounted on the right side of the steering column. The trailer brake control shall be self-returning.
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**R. FUEL TANK:**

1. Truck shall be equipped with a minimum 75-gallon capacity diesel fuel tank. The tank shall be mounted forward under the passenger door for improved weight distribution. A single fuel level indicator gauge shall be included with the dashboard instruments.
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**S. BATTERY BOX:**

1. All batteries shall be mounted in an aluminum or non-corrosion box, secure and easily accessible for servicing. Battery box shall be mounted under the driver's steps. In no case shall the batteries be mounted along the frame "aft" of the vehicle cab. If a third and/or fourth battery are used, the location shall be reviewed and approved by KC Metro.
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**T. TRUCK ELECTRICAL:**

1. The truck shall have a 12-Volt electrical system with a Leece Neville 270-amp alternator.
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2. All batteries shall be 12-Volt, side terminal 8D's.
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3. All batteries must be equipped with a shut off switch. Each battery shut-off switch shall be located near the battery box that it controls, clearly labeled and easily accessible without the use of tools. The location of each shut off shall be reviewed and approved by KC Metro.
- 
4. A 12V and 24V jump-start system shall be supplied. The system shall supply 700 amps at 12V and 300 amps at 24V. 12 and 24 volt jump start connections shall be provided. The connections shall be located under the passenger side door above the fuel tank. They shall be clearly marked 12V and 24V. The jump-start connectors shall be Anderson #6322G1. Jump-start cables shall be provided. The cables shall be 30 feet in length with Anderson #6322G1 connectors at both ends. The cables shall be sufficient in size to handle the specified amperage requirements. The system shall use a 3rd and/or 4th battery. The trucks charging system shall charge the additional batteries. Electronic control components shall not be used for the jump-start system. The proposed jump-start system shall be reviewed and approved by KC Metro.
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5. The truck shall be equipped with an electric back up alarm. The alarm shall have a rating of 107-dB (A). The alarm shall be activated when the transmission is in reverse.
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**U. LIGHTING:**

1. Headlights: Halogen, 2 or 4 lamps, depending on the vehicle design.
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2. The completed vehicle must include the following lights:  
Two back up lights, clearance lights, identification lights,  
license light, side turn signal lights, eight stop/tail lights, and  
12 turn signal/hazard lights.

The stop/tail and turn signal/hazard lights shall be two on each  
side at the rear of the tow body and two on each side  
of the upper light standard. In these cases, they will  
be rear facing only.

All of the stop, tail, turn, back up, clearance, and  
identification lights shall be LED. The complete vehicle  
lighting system shall comply with FMVSS 108.

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3. The truck shall include left and right map lights and one  
dome light. The dome light is to be activated when either  
door is opened and by a manual switch. The map lights are  
to be activated by a separate manual switch for each light.  
Lighting shall be provided for the step and ground area on  
either side of the cab. A switch easily reached from either  
seat shall activate the lights. When in the on position,  
each light will be activated with the opening of the  
corresponding door. When in the off position, both lights  
will remain off regardless of the door positions.
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4. All instrument lighting shall be rheostat controlled.
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5. All wiring shall have soldered terminals with sealed  
type connectors' at all exterior points.
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V. CAB:

1. Conventional cab and "sloped hood" that allows good  
visibility will be the manufacturer's standard construction  
and shall include, but not be limited to:

- A one-piece fiberglass roof.
  - Huck bolt cab fasteners.
  - A minimum distance of 38.5 inches from the dash  
to the back of the cab.
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2. Both the driver and passenger seats shall be "Bostrom  
Talladega" model #915 or equivalent. Both seats shall  
be equipped with seat belts and shoulder harnesses. Seat  
upholstery shall be of heavy-duty black vinyl material. Seat  
options will be reviewed and approved by KC Metro.
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3. Tinted safety glass shall be used for the windshield and  
side windows. Safety glass is to be laminated.

The side windows shall be roll up, with a drop down design  
for added visibility. The right side window shall be electrically  
operated. The control switch shall be easily reached from  
driver's seat and the right side passenger seat. A safety-viewing  
"peeper" window or driver side Daylight door shall be in the  
lower right side door.

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4. Windshield wipers shall be electric, multiple speed with an intermittent feature. The wipers will include a windshield washer system. The wiper and washer controls shall be mounted on the turn signal lever. \_\_\_\_\_
5. Heater/Air-conditioner: High capacity heater/air conditioning system with recirculation and fresh air control. Ball style shut off valves for heater lines shall be supplied. The valves shall be mounted to the engine or the radiator end of the hoses. The heater shall be capable of maintaining 60°F cab temperature with 0°F ambient temperature. The defrost system shall be sufficient to keep the windshield clear under all conditions encountered in the King County area. \_\_\_\_\_
6. The right and left mirrors shall be flat glass motto mirrors, 7" x 16" minimum size. Both mirrors shall include 2-way electrically operated adjustments. Separate 8" round stainless steel convex mirrors shall be mounted on each side. All mirrors shall be heated. Controls for the mirrors shall be within easy reach of the driver. The mirrors shall be cab mounted. The mirrors shall be 102 inches wide. Foldaway design, heated motorized aerodynamic mirrors may be presented as an option. \_\_\_\_\_
7. An additional non-heated right side door mounted convex step mirror shall be included. \_\_\_\_\_
8. An electric horn shall be provided. A single steering wheel horn button shall control the electric horn. \_\_\_\_\_
9. Dual air horns shall be provided. An interior roof panel pull cord shall control the air horns. The horns shall be chrome; cab mounted and shall include chrome snow shields. \_\_\_\_\_
10. The ignition and doors shall be keyed alike. 5 keys shall be provided for each unit at time of delivery. \_\_\_\_\_
11. Instrument Panel - shall include but not be limited to the following gauges:  
Speedometer, tachometer, primary air pressure, secondary air pressure, accessory air pressure, ammeter, voltmeters (12 and 24 volt systems), engine oil pressure, engine coolant temperature, exhaust pyrometer, fuel level, transmission oil temperature, clock, and service brake air pressure.  
Gauges should be frontloading with push-on electrical connections to ease replacement. \_\_\_\_\_
12. Two 12volt "power point" accessory plugs shall be provided. \_\_\_\_\_
13. Warning lights and buzzers must be provided for, but not limited to the following systems: low air pressure, low oil pressure, low coolant level and hot engine.  
Indicator lights must be provided for, but not limited to the following: Alternator low charge, parking brake applied, \_\_\_\_\_

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retarder applied (1 light for each stage), PTO engaged, inter-axle engaged, high beam and turn signals.

All indicator and warning lights shall be in view of the driver and shall be equipped with a bulb checking function.

14. The truck shall be quipped with tilt out modular dash panel to expose color-coded and numbered cab wiring for quick circuit tracing.

15. All control switches and levers shall be permanently labeled.

16. AM/FM radio.

17. The truck shall be equipped with a full width exterior sun visor.

18. The truck shall be equipped with dual interior sun visors and door arm rests.

19. Rubber floor covering plus area mats on driver and passenger side.

20. All trim and fasteners must be stainless steel.

21. Four-inch wide, black rubber front wheel well "Fenderettes" shall be provided.

22. The cab shall be equipped with an air fitting for inside cleaning. The fitting shall be a Parker type 30 "Push to Connect". It shall be located at floor level in the left rear of the cab.

**W. TIRES & WHEELS:**

1. Two (2) Goodyear G286 SS ECD 425/65R 22.5, low profile highway tread front tires. One additional matching Goodyear G286 SS ECD 425/65R front tire shall be included with each truck for a spare
2. Eight (8) Goodyear G244 1100R 24.5 Load Range H traction rear tires. One additional matching G244 1100R 24.5 traction tire shall be included with each truck for a spare.
3. All tires (including spares) shall be mounted on unpolished aluminum wheels. The wheels shall be hub piloted.
4. Weight specifications for the tires and wheels supplied shall meet or exceed the anticipated loads listed in this document.

**X. PAINT:**

1. The completed vehicle is to be Painted KC Metro white. Paint options shall be reviewed and approved by KC Metro.

**MINIMUM SPECIFICATION****STATE ITEM OFFERED****Y. FRONT BUMPER:**

1. The front push bumper will be designed to follow the contours of the front of the truck and keep turning radius to a minimum. A push bumper will be fabricated from 3/4" hot-rolled A-36 plate and surfaced with 3/4" black UHMW polyethylene per Metro specification and design must be provided. Its overall width will be 96" with a 6" radius terminating at each end. The pushing surface will be 19" wide with the bottom edge of the bumper 13" from the road. The bumper will be mounted and braced to provide the ability to push a fully loaded bus (48,000 lb. dry weight), 45° off axis, without permanent deformation.

The surface of the bumper must protrude a minimum of 11" and maximum of 13" from the grill face or front of truck body. Height of bumper may need to be adjusted to suit tilt hood. Questions related to the fabrication of the push bumper should be directed to Larry Whitney, (206) 684-2223.

The top of the bumper shall be covered with aluminum diamond plate. Three storage compartments shall be accessible through doors in the top of the bumper. Doors shall be rear hinged and weighted so as to not open while driving. Door travel shall be limited to such that the doors shall not contact the grill or truck body.

The box sizes shall be as follows, Center – 27" X 8 1/2", right and left – 15 1/4" X 8 1/2". All three of the compartments shall be 16 3/4" deep.

Bumper must be equipped with stainless steel, lighted clearance marker poles on each corner. Recessed, grommet mounted marker lights shall be installed on each side.

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2. Two front hook points shall be provided under the front bumper. The hook points will be frame mounted and capable of pulling a bus without damage. They shall accept "Crosby" 8 1/2 ton 1" shackles. No part of the hook points shall be less than 9 1/2" from the road surface.
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**Z. RECOVERY BOOM AND UNDERLIFT:**

1. The recovery boom, underlift and stabilizers shall be attached to the truck frame in a manner complying with all of the manufacturer's specifications.
  2. The underlift shall operate independently of the recovery boom. In no case shall a boom-supported underlift be considered.
  3. Hydraulic power shall be received from the truck engine by means of hydraulic pumps mounted directly to a "Power Take-Off"(PTO) attachment. The PTO shall be mounted directly to and driven by the transmission. All PTO and hydraulic pumps shall be sized in accordance with the underlift, boom and tow body manufacturer's specifications.
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4. Control shall be provided in the cab of the truck for engaging and disengaging the PTO attachment. This control shall be an electrically operated, "HOT SHIFT" design. The control switch for the PTO shall be included on the interior switch station. It shall only be possible to engage the PTO when the transmission is in neutral. It shall not be possible to shift the transmission into gear with the PTO engaged.

Emergency PTO shut down switches shall be provided at each winch and boom control station (right and left). \_\_\_\_\_

5. Remote fast idle switches shall be provided at each winch and boom control station (right and left). The fast idle switches shall turn the fast idle ON/OFF to a pre-set engine RPM. It shall not be possible to activate the fast idle unless the transmission is in neutral. The preset RPM shall be in accordance with the specifications set forth by the underlift, boom, tow body, PTO and hydraulic pump manufacturers. \_\_\_\_\_

6. An electrical control plug for the recovery boom and underlift shall be located at the curbside control station. The plug shall accept a hand-held control panel with 30 feet of cable. Two (2) plug in remote controls shall be provided with each truck.

Remote functions must include:

Recovery boom up/down, recovery boom in/out, underlift in/out, right hand winch in/out, left hand winch in/out, underlift fold/stow, underlift tilt up/down and underlift up/down, at a minimum. The control shall be removable for storage when not in use.

Permanently mounted controls shall also be provided for all of the functions listed above. \_\_\_\_\_

7. All hydraulic functions must have built- in check valves to prevent sudden drop if a hydraulic hose fails, etc. \_\_\_\_\_
8. All controls, switches and levers shall be permanently labeled. \_\_\_\_\_

**AA. RECOVERY BOOM:**

1. The wrecker shall have a single 40-ton extendable boom and dual hydraulic variable speed winches with shrouded drums. The boom shall be hydraulically powered for raising, lowering, extending and retracting under load. The winches shall be hydraulically powered for winding the winch cables in and out under load. Boom shall be engineered to use two cables with individually controlled drums of at least 25,000-LB capacity each. Each winch will be equipped with a "level wind" cable tensioner. The level wind units shall be easily disassembled for maintenance (not welded). The boom sheave heads (pulleys) shall be flush with the tailboard of the tow unit. The crane, when fully extended, shall

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have a lift capacity of not less than 24,000 lb. The minimum cable length for each winch shall be 200 feet. The winch sheaves must allow the cable to be pulled in any angle from 90-degree side pull to straight rear pull.

2. Manufacturing shall be performed in a manner that ensures interchangeability of all parts and sub-assemblies.
3. Dual controls for all of the winch and boom functions shall be recessed into the side panels of the wrecker body immediately forward of the body tailboard. Complete control sets shall be provided on the left and right side of wrecker body. Control handles shall automatically return to their "Off" or neutral position when released. When handles are in neutral position, the hydraulic winches and all hydraulic cylinders for boom shall automatically lock and hold their load, even when the "Power Take-Off" is disengaged or in the event of hydraulic malfunction. The operating speed of all hydraulic functions shall be controlled by the amount of handle movement.
4. Individual switches shall be provided to "undog" the right and left winches for manual unwinding of cable. A pair of the switches shall be provided at each winch and boom control station (right and left). The switches shall electrically control the air to "undog" the winches.

**BB. UNDERLIFT:**

1. The underlift shall be capable of lifting and securing a heavy-duty bus by the frame and shall transport said vehicle safely and damage free. The underlift shall have a lifting arm, cross bar, a set of lifting forks and all other equipment required to be fully operational. It shall also be fully hydraulic powered for raising, lowering, tilting, extending and retracting under load. The lift arm shall be self-storing behind the tailboard.
2. The underlift shall have a minimum capacity of 55,000 pounds when fully retracted. It shall have a 17,000-pound capacity at a minimum reach of 135 inches as measured from the absolute rear most point on the tailboard.
3. The hydraulic cylinder used to raise and lower the lifting arm shall automatically lock and hold the load, even when the "Power Take-Off" is disengaged or in the event of a hydraulic malfunction.
4. The underlift and tailboard shall be constructed in a manner that towing with the underlift within one inch of full retraction shall not allow coach to truck contact.
5. The underlift shall be equipped with a power tilt function.

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6. As a standard, nine (9) sets of axle and spring lifting forks shall be provided in a variety of sizes.

A pintle hitch attachment shall be included.

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**CC. STABILIZER:**

1. Two hydraulically actuated rear stabilizers shall be provided. They shall be mounted at the rear of the body and behind the rear axle. A pair of hydraulic control levers for individual operation of each stabilizer shall be conveniently located at the rear of the wrecker body on both sides of the truck. Stabilizer controls must be separate from hoist controls. Stabilizers shall be rear spades angled towards the rear. The spade pads shall be interchangeable. Non-skid serrated and flat pads shall be included. The stabilizers shall be of sufficient size and capacity to lift all of the drive tires off of the ground.
- 

**DD. LUBRICATION:**

1. All movable points on any part of the recovery boom, underlift and stabilizers shall use bearings or bushings. Each of these points shall include a zerk fitting for lubrication. The points shall include (but not be limited to) all parts of the boom, underlift, winches, and stabilizers.
- 

**5-3 TOW BODY:**

**A. TOW BODY**

1. The tow body shall be an aluminum modular design. It shall be 96 inches wide. The tow body shall be mounted to the truck frame in accordance with the truck and tow body manufacturer's recommendations. The tow body must be covered under a minimum one-year warrantee for parts and labor.
  2. All flat areas of the tow body shall be used as walkways. Construction of such areas shall be sufficient to support personnel without damage.  
  
Areas of the tow body such as the bed rails, walkways, rear corners and the surface surrounding the tool compartments shall be covered with aluminum "diamond" tread plate. The diamond plate will prevent scratching and chipping. In addition, the diamond plate will provide a non-skid surface for walk areas. All other floor decks shall be clear, flat, unobstructed. The floor deck under the recovery boom and surrounding sidewalls shall be covered with a spray on bed liner. All horizontal areas inside tool compartments (floors and shelves) shall be covered with "Dri-Dek". KC Metro must approve all areas covered with "Dri-Dek", areas to be sprayed with liner and the spray on product to be used.
  3. The area of the bed under the boom shall be flat and unobstructed. The dimensions of the area shall allow
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- sufficient room to transport three mounted 22.5 bus tires and wheels. The wheels and tires may be stacked or laid flat for transportation.
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4. Two chain latch eyes shall be provided at the rear of the tow body. KC Metro must approve the chain latch eye sizes and locations.
- 
5. Black rubber wheel well fenderettes shall be installed on the tow body.
- 
6. The wrecker body shall include towing safety chains. The chains shall be permanently attached inside concealed boxes at the rear of the tow body. When in use they shall be pulled out to the desired length and secured in a permanently mounted chain hook. The safety chains shall meet all legal requirements for the anticipated loads. KC Metro must approve the safety chain and box installation. \_
7. The tow body shall have the manufacturer's standard fully illuminated tool compartments. Tool compartments must be weather tight. One toolbox compartment to be "see through" (accessible from both sides). The minimum dimensions of this compartment shall be 19" wide X 15" tall. It shall span the width of the tow body.
- 
8. The tow body compartments shall have stainless steel locking latches. Tool compartment doors shall be equipped with spring-loaded tensioners. All compartments shall be keyed alike. Five sets of keys shall be provided with each vehicle.
- 
9. KC Metro shall review and approve tool compartment size and location options.
- 
10. A Century model #0307363 or approved equal, seven-drawer toolbox shall be permanently mounted in one of the tool storage compartments. The toolbox and location must be reviewed and approved by KC Metro.
- 

**B. LIGHTING:**

1. All of the control switches for tow body lighting and operation shall be labeled and included on the interior switch station. The location of the switch station shall be reviewed and approved by KC Metro.
- 
2. The light standard shall be capable of supporting the emergency light bar, stop, turn, and marker lights with no vibration at any time. Optional right and left 15 in. "wings" shall be included. Mounting location of the wings shall be reviewed and approved by KC Metro.
- 
3. The emergency light bar shall be a 66-inch long Star Interceptor 86000 series with red, amber and clear lights. The light bar shall include: 2 halogen rotators #920-99, 1 fast halogen rotator-#920-99F, 8 7" linear strobes # SH3967, 20 amber lower level single LEDs

**MINIMUM SPECIFICATION****STATE ITEM OFFERED**

#820 -14D1 and Mirrors. Component locations on the light bar shall be as shown in attachment #1.  
Star Interceptor has reviewed and approved this design.  
They have assigned it part # 8611HSL-KC in their system.  
For more information contact:

**Scott Andrew @ Star Headlight and Lantern Co.**  
(585) 226-9787

**Email: scottandrew@start1889.com**

The emergency light bar shall be reviewed and approved by KC Metro.

- 
4. Seven separate switches (on the interior switch station) and circuit breakers shall control power to the light bar as follows.
    - a. All red upper lights
    - b. All amber uppers lights
    - c. All front and rear lower LED flashing
    - d. All front and rear lower LED left to right arrow
    - e. All front and rear lower LED right to left arrow
    - f. Alley lights right
    - g. Alley lights left
  5. The following lights shall be mounted on the light standard.
    - One 360-degree LED flashing amber light, Star #20RL shall be mounted on the 15 in "wing" at each end of the light standard.  
Powered by a separate switch and circuit breaker.
    - Two 4" wide-angle sealed beam floodlights on standard aimed at back of boom.  
Powered by a separate switch and circuit breaker.
    - Two spot lights on standard aimed at bed.  
Powered by a separate switch and circuit breaker.
  6. The following lights shall be included.
    - One 360-degree LED flashing amber light, Star #20RL shall be mounted "mid ship" under each side of the tow body. Powered by a separate switch and circuit breaker.
    - Turn signals to be mounted mid-ship on the tow body sides to warn passing vehicles.
    - Two 6" wide angle sealed beam floodlights on end of boom. Powered by a separate switch and circuit breaker.
    - Two 4" sealed beam floodlights aimed under the coach being towed. Powered by a separate
-

MINIMUM SPECIFICATION	STATE ITEM OFFERED
switch and circuit breaker.	
<ul style="list-style-type: none"> <li>All tool compartments shall be lighted. Powered by a separate switch and circuit breaker.</li> </ul>	_____
7. The stop, turn, marker and back up lights on the tow body shall be LED. They shall be "Truck Lite" brand and wired using a "Truck Lite" sealed wiring harness.	_____

C. ELECTRICAL:

- The tow body electrical distribution system shall all be in one box and include the following features:
  - Relays shall provide protection for all switches by carrying the load of the circuit instead of the switch.
  - Every circuit in the system shall be protected by 1 or more breakers depending on the total amp load of the circuit and the amp carrying capacity of each wire in the circuit under consideration.
  - Each terminal in the system shall be assembled with dielectric grease to provide corrosion protection.
  - Each terminal in the Relay/Breaker block assembled with primary and secondary locks to ensure the integrity of the system.
  - The system shall use quick disconnect relays and breakers.
  - Electrical prints shall be provided with each unit.  
The prints shall include all factory and dealer installed wiring.

All tow body electrical equipment shall be protected by circuit breakers located in one common electrical box.  
Tow body electrical equipment shall include but not be limited to:  
Tow body lighting, boom controls and underlift controls.

The electrical Circuit box for the tow body shall be waterproof and all connections must be sealed to avoid corrosion. It shall be installed in compartment, protected from any storage area, easily accessible and utilize circuit breakers. All wiring must be multiple strand, multiple conductor and must have oil-resistant covering. All wiring must be secured and protected against chafing and routed in plastic conduit tubes. In no case shall inline fuses or breakers be acceptable.

- The tow body shall be equipped with 12-Volt standard lighting receptacles at rear of body for towing purposes. Receptacle pins shall be wired to industry standards. The towing lights shall be protected by circuit breakers located in the tow body electrical box. One of the lighting receptacles shall be a seven pin Cole Heresy #12063 or approved equal. The other lighting receptacle shall be a four pin Cole Heresy #1232 or approved equal. The locations shall be reviewed and approved by KC Metro.  
  
A "Blades Tow Right" model #BTR-48-0-Y towing light bar shall

**MINIMUM SPECIFICATION****STATE ITEM OFFERED**

be provided. The light bar shall include a 90 ft power cord with a plug at each end. One end shall plug into the seven pin towing light connector on the tow body. The other end shall plug into the towing light bar. The light bar shall include taillights, brake lights and turn signals. All lights in the towing light bar shall be LED. The proposed towing light bar design shall be reviewed and approved by KC Metro.

A magnetic set of automotive towing lights with a 30 ft cord shall be supplied. The cord shall plug into the four pin towing light receptacle at the rear of the tow body. In addition a 30 ft extension cord with compatible four pin connectors shall be provided. The proposed towing light set shall be reviewed and approved by KC Metro.

---

**5-4 ACCESSORIES:****A. Accessories**

- Four (5 gallon) cans shall be supplied and marked as follows:
- Three (3): Painted green and marked "coolant".
- One (1): Painted Brown and marked "Motor oil – 15/40W".

The cans shall be in a rack mounted to the tow body. The can rack shall be equipped with a drain tray to capture leaks. The tray shall have a drain hose to the underside of the truck. The design and location of the cans and mounting rack shall be reviewed and approved by KC Metro.

---

**5-5 WARRANTY:**

- A. Entire unit is to be covered by a twenty-four (24) month parts and labor warranty. Power train shall be warranted for two (2) years or 200,000 miles. Successful authorized dealer shall correct all defects.
- 
- B. A full time complete parts and service facility offering factory authorized service and parts supply adequate to perform complete repair is required. Facility must be within a fifty-(50) mile radius of the King County Department of Transportation.
- 
- C. Quote price for factory available warranty programs, above and beyond the base warranty. Supply printed literature with bid.
- 
- D. Inspection of bidder's parts and service facility may be required before bid award.
- 
- E. King County Metro will be responsible for all warranty and recall work. The successful vendor will reimburse King County Metro for all warranty and recall work at the current King County Metro shop rate of \$60.00 per hour. Parts needed for warranty work will be reimbursed at King County's

**MINIMUM SPECIFICATION**

**STATE ITEM OFFERED**

cost plus 20 percent to cover handling. King County reserves the right to have the seller perform warranty work at King County's desecration. Warranty service and recall work performed by seller, seller must accept responsibility and cost for transportation of unit from within King County to authorized repair facility and or field technician travel time to and from repairs for the base warranty period.

F. Warranty shall begin on date unit is placed into service, not delivery date. Vendor will be notified.

G. Copies of all applicable warranties must be submitted with bid package. Additional data entry form shall be completed and delivered with vehicle.

**5-6 TESTING:**

A. The contractor will arrange for testing of the units furnished under this contract. Testing will be in accordance with the performance specifications set forth in this contract. KC Metro shall be present during all testing. The testing will be scheduled at a time and location mutually agreeable with the contractor and KC Metro.

**5-7 INSPECTION:**

A. Metro reserves the right to make periodic inspections of the progress towards manufacture and assembly of final unit. The ongoing installation process shall be open to a KC Metro representative for quality assurance inspection. KC Metro personnel will oversee the final details of vehicle completion to ensure that the vehicle is delivered "road ready" and that final brackets, towing equipment, etc., are assembled correctly.

B. Inspections shall be made at the final assembly location. KC Metro shall be kept informed of the assembly schedule. The successful bidder shall pay travel and lodging expenses of KC Metro personal making inspections.

C. Inspections shall include but not be limited to the following:  
Complete cab/chassis inspection before tow body installation.

- Inspection of tow body before installation.
- Inspection of the completed vehicle before the tow body is painted.
- KC Metro shall review and approve the design and proposed locations for each of the following items before installation:
- All filters
- Glad hand fittings
- Shop air fittings and air hose reel.
- All batteries and battery shut offs.
- Tow lighting receptacles and locations.



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- The 12v/24v jump start system
- Towing light bar.
- Magnetic automotive towing lights.
- Tow body electrical circuit box.
- Tow body light standard, including optional right and left 15 in.” wings”
- All tow body lighting
- Star Interceptor #86\*\*\* 66 inch long multiple emergency light bar and options
- Front push bumper and front tow hooks.
- Towing fixtures.
- Tool compartments.
- Can rack and drain tray.
- Seats
- Interior switch station
- Rear chain latch eyes
- Towing safety chains and boxes
- Spray on bed liner product and locations.
- Seven drawer toolbox and location.

5-8

GENERAL:

- A.

Only new models in current production, which are cataloged by the manufacturer and for which printed literature and specifications, are available.
- B.

All standard equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in specifications.
- C.

All equipment shall be new. Used, demonstration rebuilt or remanufactured equipment is unacceptable.
- D.

A performance demonstration may be required before bid award. The performance demonstration will be of unit per basic specifications.
- E.

All standard equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in specifications.
- F.

The equipment shall have full dealer preparation and be ready for service when delivered.

5-9

TRAINING:

- A.

The contractor shall provide training given by a factory-approved trainer. The training will be for KC Metro personal. Full operational training will be given for a minimum of two KC Metro vehicle maintenance trainers and two KC Metro operators per unit purchased. The training shall be conducted

**MINIMUM SPECIFICATION****STATE ITEM OFFERED**

at KC Metro. The training will be scheduled at a time mutually agreeable with the contractor and KC Metro.

**5-10 DOCUMENTS AND MANUALS:**

- A. The following documents and manuals shall accompany the completed vehicles when delivered. The units will not be considered delivered and the invoice will not be processed without receipt and acceptance of all documents and manuals by KC Metro. Manuals shall be bound in covers that clearly indicate the contents of each. Manuals available on CD shall be offered as an option.

1. Title application for each unit delivered. \_\_\_\_\_
2. Manufacturer's statement of origin for each unit delivered. \_\_\_\_\_
3. Original billing invoice. \_\_\_\_\_
4. Certified weight slip for unit. \_\_\_\_\_
5. Two (2) complete sets of filters to be supplied with each unit ordered. \_\_\_\_\_
6. Two (2) "complete" lubrication charts per vehicle covering the entire vehicle (truck & wrecker unit). \_\_\_\_\_
7. Two (2) "complete" technical service manuals per vehicle covering the entire vehicle (truck & wrecker unit). \_\_\_\_\_
8. Two (2) "complete" parts manuals per vehicle covering the entire vehicle (truck & wrecker unit). \_\_\_\_\_
9. Two (2) operators parts manuals per vehicle. \_\_\_\_\_
10. Four (4) operators manuals per vehicle covering the entire vehicle (truck & wrecker unit). \_\_\_\_\_
11. Two sets per vehicle: specifications, drawings and descriptions of all equipment (Including but not limited to) electrical systems, air systems, and hydraulic systems \_\_\_\_\_

**5-11 TRADE-IN:**

- A. King County Metro Transit desires to trade-in the following equipment. All bidders must submit a bid price for the equipment listed. If King County deems it to be in its best interest to retain the equipment and not accept the trade-in, it may do so. If the trade-in offer is accepted, it will be used to determine the award to the lowest responsive bid for the new equipment. KC Metro shall retain the trade in trucks for 30 days after the acceptance of the new trucks. Please contact Dan Brand at 684-2896 to set up an appointment to view the equipment:

1. EXT104, 1984 Kenworth Wrecker with approximately 167,000 miles. \$ \_\_\_\_\_
2. EXT115, 1987 Kenworth Wrecker with approximately 123,000 miles. \$ \_\_\_\_\_

**5-12 OPTIONS:**

Any options to be considered may be included with the bid response with separate pricing.

## **SECTION 6 - GENERAL VEHICLE SPECIFICATIONS**

### **6-1 GENERAL REQUIREMENTS**

**A. Descriptive Material**

1. The bidder shall submit one (1) brochure for each type/model of vehicle bid.

**B. Warranty**

1. Unless otherwise specifically stated, factory-service policies will be honored at any factory-authorized dealer within the State of Washington and shall be furnished with vehicle.

**C. Dealer Identification**

1. Dealers name shall NOT appear on vehicles.

**D. State and Federal Regulations**

1. The units offered shall:
  - a. Conform to the specifications listed.
  - b. Conform to the motor vehicle laws of the State of Washington.
  - c. Comply with the Federal Motor Vehicle Safety Standards for 2004.
  - d. Comply with EPA requirements for emission and noise control for 2004.

**E. Pre-Delivery Servicing**

1. Unit will not be accepted without repair of damage sustained during shipment, Wipers, lights, heaters, etc., must operate. It shall be the vendor's responsibility to remedy any defects or shortages before delivery or acceptance of a vehicle by King County.
2. Unit must be delivered in "clean" condition to assure body "in transit" damage would be visible.
3. Pre-delivery service work shall be done locally, not at the factory.
4. Vehicle shall be delivered completely serviced, inspected and checked in accordance with the following service requirements:
  - a. General appearance of body interior and exterior for completeness and quality of workmanship.
  - b. Lubrication and fluid levels and correcting any leaks:
    - 1) Radiator
    - 2) Windshield washer
    - 3) Battery
    - 4) Steering gear or power pump
    - 5) Brake master cylinder
    - 6) Engine oil
    - 7) Automatic transmission
  - c. Mechanical operation of vehicle:
    - 1) Steering gear and linkage
    - 2) Suspension assembly, front and rear
    - 3) Proper tire pressure to normal rated road requirements
    - 4) Hood latch

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- 5) Head lights, aim and adjust
- 6) Rearview mirrors and hub caps installed
- 7) Seat and shoulder belts operative
- 8) All locks and latches to be operative
- 9) Proper adjustment to all drive belts
- 10) Proper adjustment to carburetor, timing & throttle linkage
- 11) Front end alignment
- d. A check of all electrical operations to include:
  - 1) Headlights
  - 2) Side marker lights
  - 3) License plate and back-up lights
  - 4) Instrument panel lights
  - 5) Temperature
  - 6) Alternator
  - 7) Oil pressure lights
  - 8) Parking lights
  - 9) Stop and oil lights
  - 10) Directory signals
  - 11) Emergency flasher
  - 12) Parking brake lights
- 5. Unit shall not be driven under it's own power except from point of service in the Seattle area to point of delivery in the buyer's area.
- 6. Unit shall conform to all legal requirements of the State of Washington motor vehicle laws.
- F. Description of Options:
  - 1. A complete description of what is included in options is required, if not self-explanatory. This is particularly true of optional packages such as air conditioning, heavy duty cooling, tires, etc.

**SECTION 7 - PRICING**

<u>ITEM NO.</u>	<u>EST QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1.	2 ea.	New current model heavy duty underlift tow truck Yr/Make/Model offered: _____ _____	\$_____	\$_____
2.	1 ea	Trade-in, 1984 Kenworth Wrecker, 167,000 mi		\$ (_____)
3.	1 ea	Trade-in, 1987 Kenworth Wrecker, 123,000 mi		\$ (_____)
<b>TOTAL BID PRICE:</b>			<b>\$ _____</b>	

# ATTACHMENT #1: EMERGENCY LIGHT BAR COMPONENTS

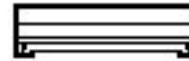
Halogen Rotators – 920-99



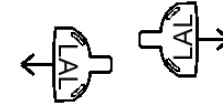
Fast Halogen Rotators-920-99F



7" Linear Strobe – SH3967



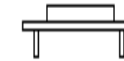
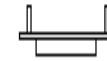
Lower Alley – 820-14LAL



Mirrors

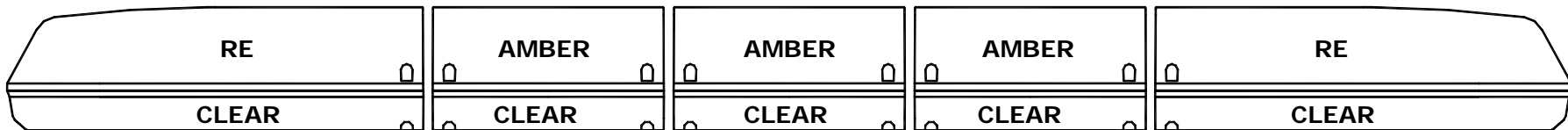


Lower Level Single LED – 820-14D1

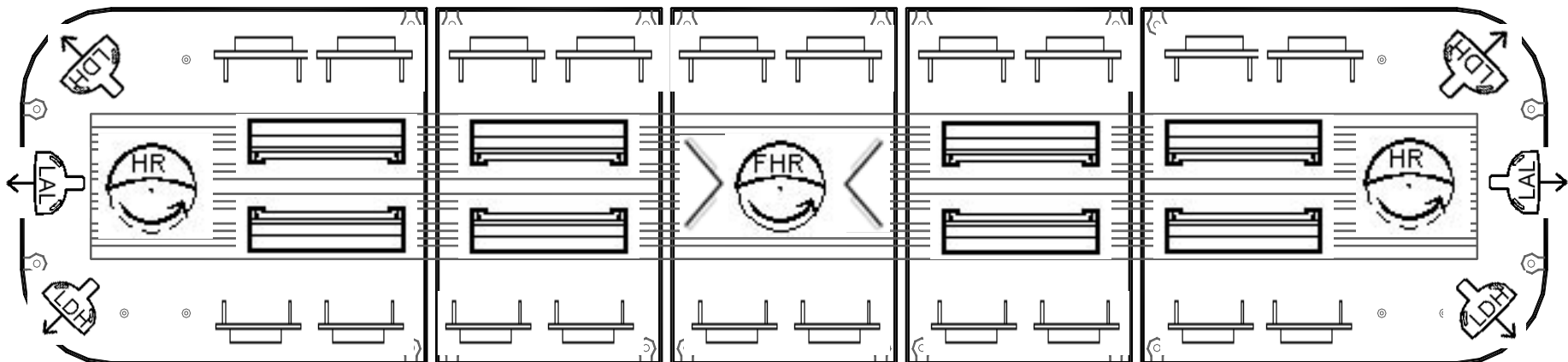


DRIVERS SIDE

66" LIGHT BAR



FRONT



## Domestic Partner Benefits Declaration Form



Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
Exchange Building, EXC-ES-0862  
821 Second Avenue, 8<sup>th</sup> Floor  
206-684-1681 TTY Relay: 711

King County's Domestic Partner Benefits (DPB) Ordinance prohibits County contractors from discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners. "Employee benefits" are defined as the provision of bereavement leave; disability, life and other types of insurance; family medical leave; health benefits; membership discounts; moving expenses; pension and retirement benefits; travel benefits; and other benefits given to employees, but excludes benefits to the extent that the application of the ordinance may be preempted by federal or state law.

The Domestic Partner Benefits Ordinance is available online at  
[www.metrokc.gov/finance/procurement/forms.asp](http://www.metrokc.gov/finance/procurement/forms.asp).

This form must be completed, signed and returned to the address listed above within five (5) business days of notification of King County's intent to award a contract.

Check all that apply:

- ☐ Makes benefits available on an equal basis to its employees with spouses and its employees with domestic partners.
- ☐ Does not make benefits available to the spouses or the domestic partners of its employees.
- ☐ Has no employees.
- ☐ Registered under the City of Seattle's "Equal Benefits Compliance" Code (SMC CH.20.45).

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City / State / Postal Code**

\_\_\_\_\_  
**E-mail Address**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Authorized Representative / Title**



**King County**

**ATTACHMENT A**  
**INVITATION TO BID 12663-AAB**  
**KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM**  
**FOR GOODS AND SERVICES CONTRACTS**

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.

**Application of the 5% Incentive Factor and Contract Award:**

1. This contract will be awarded to the lowest responsive, responsible bidder; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.
2. All certified SEDB bidders must complete the information in the section for Bidder Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (\_\_\_) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

\_\_\_\_\_  
Name of SEDB Business

\_\_\_\_\_  
SEDB Certification Number


\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Contact Person Name and Phone Number



**BID OPENING LABEL**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

<b>URGENT – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
<b>URGENT</b>	 <b>King County</b> King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	<b>Bid No.</b> IT 12663-AAB
	<b>Bid Title</b> Tow Truck, Bus, Underlift Type
	<b>Due Date</b>
	<b>Vendor</b>
<b>URGENT</b>	